IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 448 OF 2005

Mr. Mahesh I. Patel ..Petitioner.

V/s.

M/s. Nicaf Pvt.Ltd., ..Respondent.

WITH
COMPANY PETITION NO. 449 OF 2005

Mr. Mahendra K. Patel ..Petitioner.

v/s.

M/s. NICAF Pvt.Ltd., ..Respondent.

Ms. J.N. Sidhwa with M.A.Ansari i/by Geeta Shah for the Petitioners.

Mr. V.J. Raju i/by K.K. Iyengar for the Respondents.

CORAM : S.C. DHARMADHIKARI,J.

DATED : 07TH APRIL, 2006

PC :

1. The parties to these petitions tendered "Consent Terms". The terms provide that the company admits its liability in the sum mentioned in clause (i) and clause (ii). There is agreement recorded that if the amount mentioned therein is paid on or before the date stipulated therein, the claim shall stand satisfied and the petition would be then disposed of as not pressed.

2. The consequences of the defaults are provided in clause (iii). In case of any default, the petition would stand admitted and would be advertised. The parties have therefore, recorded their agreement to bring an end to their disputes and therefore, the proceedings under section 138 of the Negotiable Instruments Act, which are presently pending, would also stand withdrawn. In case the amounts are paid, as above, necessary application would be made to the appropriate court in that behalf.

3. The consent terms are taken on record and marked ‘X’ for identification. The respondents accept these terms. The Director of the Respondent Company is personally present in the court. They have signed the said consent terms. So also the Advocates have signed them.

4. Order in terms of the consent terms.

7.4.2006 (S.C.Dharmadhikari,J)

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